

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HARTFORD FIRE INSURANCE COMPANY as
subrogor of Lycee Francais De New York,

Plaintiff,

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSHEK PARTNERSHIP, LLP & CANTOR
SEINUK GROUP, INC.,

Defendants.
----- X

07 Civ. 4084 (SHS) (AJP)

**POLSHEK PARTNERSHIP
LLP'S REPLY TO CANTOR
SEINUK GROUP, INC.'S
CROSS-CLAIMS**

Defendant Polshek Partnership, LLP ("Polshek"), by its attorneys Zetlin & De
Chiara LLP, as and for its Reply to the Cross-claims of Defendant Cantor Seinuk Group, Inc.
("Cantor"), respectfully alleges and says as follows:

ANSWER TO CANTOR'S FIRST CROSS-CLAIM

1. Denies each and every allegation contained in Paragraph 27 of Cantor's
Answer to the Complaint ("Cantor's Answer") to the extent they are directed at Polshek and
denies knowledge or information sufficient to form a belief as to the truth of the balance of the
allegations contained in Paragraph 27 of the Complaint.

2. Denies each and every allegation contained in Paragraph 28 of Cantor's
Answer to the extent they are directed at Polshek and denies knowledge or information sufficient
to form a belief as to the truth of the balance of the allegations contained in Paragraph 28 of the
Complaint.

ANSWER TO CANTOR'S SECOND CROSS-CLAIM

3. Admits that Polshek entered into an agreement with Lycee Francais de New York ("Lycee Francais") to provide certain architectural services for the project located at 503-509 East 75th Street and 502-512 East 76th Street, New York, New York (the "Project") but denies the remaining allegations contained in Paragraph 29 of Cantor's Answer to the extent they are directed at Polshek and denies knowledge or information sufficient to form a belief as to the truth of the balance of the allegations contained in Paragraph 29 of the Complaint.

4. Admits that Polshek entered into an agreement with Lycee Francais to provide certain architectural services for the Project but denies the remaining allegations contained in Paragraph 30 of Cantor's Answer to the extent they are directed at Polshek and denies knowledge or information sufficient to form a belief as to the truth of the balance of the allegations contained in Paragraph 30 of the Complaint.

ANSWER TO CANTOR'S THIRD CROSS-CLAIM

5. Admits that Polshek entered into an agreement with Lycee Francais to provide certain architectural services for the Project but denies the remaining allegations contained in Paragraph 31 of Cantor's Answer to the extent they are directed at Polshek and denies knowledge or information sufficient to form a belief as to the truth of the balance of the allegations contained in Paragraph 31 of the Complaint.

6. Denies each and every allegation contained in Paragraph 32 of Cantor's Answer to the extent they are directed at Polshek and denies knowledge or information sufficient to form a belief as to the truth of the balance of the allegations contained in Paragraph 32 of the Complaint.

7. Denies each and every allegation contained in Paragraph 33 of Cantor's Answer to the extent they are directed at Polshek and denies knowledge or information sufficient to form a belief as to the truth of the balance of the allegations contained in Paragraph 33 of the Complaint.

8. Denies each and every allegation contained in Paragraph 34 of Cantor's Answer to the extent they are directed at Polshek and denies knowledge or information sufficient to form a belief as to the truth of the balance of the allegations contained in Paragraph 34 of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

The Court lacks subject matter jurisdiction over this controversy.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

Cantor's Cross-Claims fail to state a claim upon which relief may be granted.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

Cantor's Cross-Claims against Polshek are barred by Cantor's contributory negligence.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

Some or all of Cantor's Cross-Claims against Polshek are barred by the applicable Statute of Limitations.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

Cantor's Cross-Claims against Polshek are barred, in whole or in part, by payment, waiver, laches, estoppel and/or release.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

Whatever damages Cantor may have sustained or may sustain, as alleged in the Cross-Claims, all of which are denied by Polshek, were or will have been caused in whole or in part by the culpable conduct of Cantor and/or other parties. The amount of damages recovered, if any, shall therefore be diminished in the proportion which the culpable conduct, attributable to Cantor and/or such other parties bears to the culpable conduct which caused these alleged damages.

AS AND FOR AN SEVENTH AFFIRMATIVE DEFENSE

The damages alleged in Cantor's Cross-Claims against Polshek were caused or will be caused by the culpable conduct of some third person or persons over whom Polshek neither had nor exercised control.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

Cantor's Cross-Claims are barred because they lack privity with Polshek or the functional equivalent thereof.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

Cantor's Cross-Claims are barred by the terms of Polshek's agreement for the Project.

WHEREFORE, Defendant Polshek demands judgment,

- (a) Dismissing Cantor's Cross-Claims in their entirety;
- (b) Awarding Polshek all its attorneys' fees, disbursements, and costs incurred in defending Cantor's Cross-Claims; and

- (c) Granting such other and further relief as to this Court seems just and proper.

Dated: New York, New York
August 17, 2007

ZETLIN & DE CHIARA LLP

By: 

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